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16 **UNITED STATES DISTRICT COURT**  
17 **CENTRAL DISTRICT OF CALIFORNIA**

18 CHANAAZ MANGROE

19 p/k/a Channii Monroe,

20 Plaintiff,

21 vs.

22 TERIUS GESTEELDE-DIAMANT

23 p/k/a "THE-DREAM"; CONTRA

PARIS, LLC; and SONY MUSIC

ENTERTAINMENT,

24 Defendants.

Case No. 2:24-cv-04639-SPG-PVC

Hon. Sherilyn Peace Garnett

Courtroom 5C

**AMENDED COMPLAINT  
SEEKING DAMAGES**

**JURY TRIAL DEMANDED**

25  
26  
27 **AMENDED COMPLAINT SEEKING DAMAGES**  
28

**TRIGGER WARNING:**  
**THIS DOCUMENT CONTAINS HIGHLY GRAPHIC INFORMATION OF A  
SEXUAL NATURE, INCLUDING SEXUAL ASSAULT**

Plaintiff Chanaaz Mangroe p/k/a Channii Monroe (“Plaintiff” or “Ms. Mangroe”) hereby alleges, by and through her undersigned counsel, Wigdor LLP, as and for her Complaint against Defendants Terius “The-Dream” Gesteelde-Diamant (formerly known as Terius Youngdell Nash) (“Dream”); Contra Paris, LLC (“Contra Paris”); and Sony Music Entertainment (“Sony” or “Epic”) (together “Defendants”) as follows:

### **PRELIMINARY STATEMENT**

1. The-Dream is an award-winning singer, songwriter, and producer who has risen to fame writing and producing songs for the musical stars of the last two decades. He has been hailed as one of the prolific hit makers in the industry and is considered innovative and incredibly talented.

2. He has fashioned himself as a champion of art and artists, once calling major record labels “evil” and stating that “artists are treated like slaves” in the record industry.<sup>1</sup>

3. In 2014, Ms. Chanaaz Mangroe was 23 years old, working in the United States on an international visa from the Netherlands, hoping to land her big break as a singer and songwriter.

4. When associates of Dream reached out to Ms. Mangroe via social media, she was thrilled—she immediately sent along samples of her work and was quickly invited to join Dream and his partner Tricky Stewart in Atlanta.

<sup>1</sup> <https://www.billboard.com/music/rb-hip-hop/the-dream-artists-are-treated-like-slaves-music-business-contra-paris-6605182/>

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1           5. Far from being the amazing breakthrough opportunity she imagined,  
2 Ms. Mangroe’s experience with Dream was nothing short of a prolonged nightmare.

3           6. Under the guise of pursuing a legitimate recording and publishing  
4 contract with Ms. Mangroe, Dream lured the young and vulnerable artist into an  
5 abusive, violent, and manipulative relationship filled with physical assaults, violent  
6 sexual encounters, and horrific psychological manipulation.

7           7. In both Atlanta and Los Angeles, Dream used his age and influence in  
8 the industry to manipulate the young artist into believing that she needed him to be  
9 successful, and roped her into his world through false promises to gain Ms.  
10 Mangroe’s complete trust, including:

- 11           • Assuring her that he would sponsor the extension of her international  
12 visa;
- 13           • Telling her he would write blockbuster songs for her if she became part  
14 of his so-called “sanctuary,” like he did for Beyonce<sup>2</sup> and Rihanna;
- 15           • Offering her lofty visions of recording and publishing contracts with  
16 major labels, assuring her he would appropriately advocate for her; and
- 17           • Promising her she would open for Beyonce’s upcoming tour, going as  
18 far to force Ms. Mangroe to diet and exercise excessively to prepare for  
19 the tour.

20           8. In reality, Dream used Ms. Mangroe for his base desires, which  
21 manifested in violent sexual acts and vicious psychological torture. For example:

22  
23  
24 <sup>2</sup> An April 1, 2024 *New Yorker* article emphasizes the close relationship between  
25 Dream and Beyonce, going so far as to call Dream her “musical soul mate.” See  
26 [https://www.newyorker.com/culture/cultural-comment/can-beyonce-ever-burn-down-the-](https://www.newyorker.com/culture/cultural-comment/can-beyonce-ever-burn-down-the-barn)  
27 [barn](https://www.newyorker.com/culture/cultural-comment/can-beyonce-ever-burn-down-the-barn). As will be detailed herein, Dream regularly used the success he reached working  
28 with Beyonce to excuse his violent, coercive, and manipulative behavior.

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- Dream locked Ms. Mangroe in a dark room adjacent to a recording studio, violently having sex with her and then leaving her alone, naked in the dark, for hours on end, returning to again have sex with her and demand that she tell him she loved him.
- Dream controlled all aspects of Ms. Mangroe's stay in the United States, including providing her housing, transportation, and food expenses. He kept a close track of her location at all times, calling and texting her at all hours to demand updates on her location, or even keeping his own key to Ms. Mangroe's hotel room so that he could enter whenever he pleased with no notice.
- Dream forced Ms. Mangroe to drink excessive amounts of alcohol by roughly pulling her head back by her hair and pouring alcohol down her throat.
- Dream frequently strangled Ms. Mangroe during violent sex, sometimes with his hands, and once using the collar of her dress. On multiple occasions, Dream choked Ms. Mangroe so intensely that she almost lost consciousness.
- Dream refused to wear a condom and regularly ejaculated inside of Ms. Mangroe against her protests. When he discovered she was taking birth control, he became enraged because he believed it to be a sign of disrespect. She was forced to hide her birth control pills under a mattress.
- Dream berated Ms. Mangroe while having sex with her, calling her ungrateful and insisting that she praise him and declare her loyalty to him.

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- Dream once raped Ms. Mangroe in the back of a renovated sprinter van, the same evening that he forced her to engage in sex acts in a public movie theater.
- Dream recorded Ms. Mangroe during sexual acts and used the existence of the recording to threaten Ms. Mangroe into silence.

9. His depraved behavior was facilitated by his record label, Contra Paris LLC, as well as by Sony Music Entertainment, doing business as Epic Records—the label Dream convinced to invest in Ms. Mangroe, despite the fact that he never intended to truly support her career trajectory, but instead wanted corporate funding to assist in his trafficking venture.

10. The result of Dream’s heinous acts was that Ms. Mangroe’s career was upended—her music was taken from her without any explanation, Contra Paris never provided her any compensation, and every attempt to revive her career has been hijacked by Dream and those who support him.

11. Over more than a year, Ms. Mangroe experienced trauma that she has still not recovered from—she is broken as an artist, constantly afraid for her physical safety, and plagued by reminders of the violence and control she experienced at the hands of Dream, who has continued his successful career unscathed by his horrific acts.

12. Nearly a decade later, Ms. Mangroe is still putting the pieces of her life back together, but she knows that without speaking up about what Dream did to her, she will never be able to heal from the harm he has caused.

13. She therefore brings this lawsuit to speak up for herself and other female artists who have been tormented by powerful and selfish men in the recording industry. She seeks justice and accountability to prevent further horrific abuse like she experienced, and to regain her sense of self as an artist and as a woman.

**JURISDICTION AND VENUE**

14. This Court has jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1343, as this action asserts violations of 18 U.S.C. § 1591, *et seq.*, and therefore raises federal questions regarding the deprivation of Plaintiff’s rights. The Court has supplemental jurisdiction over Plaintiff’s related claims arising under state law pursuant to 28 U.S.C. § 1367(a).

15. Pursuant to 28 U.S.C. § 1391(b), venue is proper in this Court because a substantial part of the events or omissions giving rise to this action, including the intentional and negligent tortious conduct alleged herein, occurred in this District.

**PARTIES**

16. Plaintiff Chanaaz Mangroe is a 33-year-old half-Black and half-white/Asian woman and is domiciled in the Netherlands.

17. Defendant Terius “Dream” Gesteelde-Diamant is, upon information and belief, domiciled in Atlanta, Georgia.

18. Defendant Contra Paris, LLC is a limited liability company incorporated in Delaware that executed a recording and shopping agreement with Plaintiff in California and was, upon information and belief, owned and operated by Dream and his partner Christopher “Tricky” Stewart during the relevant time period. Upon information and belief, Contra Paris distributed albums it recorded nationwide, including in the State of California.

19. Defendant Sony Music Entertainment is a record company headquartered in New York. Epic Records, an unincorporated division of Sony Music Entertainment, is a record label headquartered in California. Defendant Sony Music Entertainment is referred to herein as “Epic.”

**FACTUAL ALLEGATIONS**

**I. The Dream Has Established Himself as a Talented and Powerful Songwriter and Producer and as a Violent Misogynist**

20. Dream is a Grammy Award-winning singer, songwriter, and producer known for authoring some of the most famous modern songs, including Rihanna’s “Umbrella,” Justin Bieber’s “Baby,” Mariah Carey’s “Touch My Body,” and Kanye West’s “All of the Lights.”

21. He is also known as a go-to producer and songwriter for Beyonce, penning her hit songs, “Single Ladies (Put a Ring on It),” “Run the World (Girls),” “Partition,” and is listed in the credits on every album of Beyonce’s since 2008, including Beyonce’s most recent *Cowboy Carter*.

22. His accomplishments earned him eight Grammy Awards and a nomination for the newly created category of Songwriter of the Year at the 65th Grammy Awards.

23. Dream also recorded and released his own music on various other labels, including Def Jam Recordings and Capitol Records.

24. Dream is also well-connected in the business side of the music industry, being named Executive Vice President of A&R at Def Jam Records in 2012, where he signed and produced new artists to the label.

25. In 2014, Dream launched his own record label called Contra Paris. He incorporated the label as a limited liability company, Contra Paris LLC, in Delaware in December 2014.

26. According to Dream, Contra Paris was a “designer and culture label” or an “art label,” founded along with Jay Z. As he said in one interview: “It’s about art overall, period. Anything that’s art, we’re trying to get into. I have a lot of people

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1 hitting me on Instagram, guys and girls, that are trying to fuse music with their  
2 culture. Whatever that culture is, as long as it's art."<sup>3</sup>

3 27. It is not clear if Contra Paris ever signed any artists to its label (aside  
4 from Ms. Mangroe), or whether any records were released by the label. Today, the  
5 Contra Paris website appears partially defunct, and seems to function as a  
6 consignment shop for a handful of items of clothing that presumably belong to  
7 Dream.

8 28. Dream has regularly maintained that he has a "soft spot" for women.  
9 In an interview with *New York Magazine*, he was commended for his songs  
10 celebrating "tough cookie feminism," and was quoted as saying "I've always had a  
11 soft spot for women because of my mom. Just their power. Man's biggest enemy is  
12 a woman who has it in for them. I just like being around them, watching, soaking  
13 up the information, being cursed out, being put out."<sup>4</sup> Another publication noted  
14 that Dream "has mostly cast himself as a worshipper of women, a put-them-on-a-  
15 pedestal type – not usually a healthy attitude, but in the R&B landscape he has stood  
16 out as a romantic."<sup>5</sup>

17 29. Yet this feminist persona is plainly contradicted by the reality of  
18 Dream's relationships with women and his highly-publicized arrests for domestic  
19 violence.

20 30. Dream has been married multiple times and has fathered nine children  
21 with four women.

22 31. In 2010, while married to singer Christina Milian, pictures of Dream  
23 and his assistant having an affair in the Caribbean leaked online. Dream then filed

24 <sup>3</sup> [https://hypebeast.com/2015/4/the-dream-and-jay-z-are-starting-an-art-label-](https://hypebeast.com/2015/4/the-dream-and-jay-z-are-starting-an-art-label-together)  
25 [together](https://hypebeast.com/2015/4/the-dream-and-jay-z-are-starting-an-art-label-together)

26 <sup>4</sup> <https://nymag.com/arts/popmusic/features/66998/>

27 <sup>5</sup> <https://www.theguardian.com/music/2011/sep/08/the-dream-terius-nash-1977>



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1 for divorce from his then-wife—all of nine days before Milian gave birth to the  
2 couple’s daughter. Later news stories reported that Milian’s divorce settlement was  
3 contingent on Milian’s agreement to never speak about their marriage.<sup>6</sup>

4 32. His chauvinism was further on display when asked about his role as a  
5 parent to his daughter. In an interview with *Essence Magazine*, when asked if he  
6 helped Milian with the baby, he said the following: “I don’t [help Milian out] because  
7 my ‘helping out’ turns into expectations. I’ll get Violet on a late night maybe one or  
8 two times, but after that, no. If Christina’s tired, call the nanny, call Violet’s granny.  
9 We got people.”

10 33. In 2013, he shared that he was writing a book about relationships,  
11 despite his multiple divorces, and was quoted saying, “But why get married? What  
12 do they say? ‘Get the milk without the cow.’”<sup>7</sup> Such a statement crudely refers to  
13 women as cattle and further suggests that Dream does not think romantic  
14 commitment is worthwhile if sex (i.e., “the milk”) could be achieved without the  
15 commitment.

16 34. That same year, a mere month after making the statement quoted above,  
17 Dream was arrested in California for a domestic violence incident with his girlfriend  
18 at the time, who declined to press charges.

19 35. Less than a year later, however, Dream was again arrested on charges  
20 of felony assault and strangulation, reckless endangerment, and child endangerment  
21 of his girlfriend, who was pregnant at the time. The criminal complaint alleged that  
22 Dream pulled and dragged his ex-girlfriend by her hair, choked her with a necklace  
23 she was wearing, kicked her, punched her in the head, and grabbed her by the neck,  
24

25 <sup>6</sup> [https://www.essence.com/news/christina-milian-dream-4-million-divorce-](https://www.essence.com/news/christina-milian-dream-4-million-divorce-settlement/)  
26 [settlement/](https://www.essence.com/news/christina-milian-dream-4-million-divorce-settlement/)

27 <sup>7</sup> <https://www.bet.com/article/7z2ah9/the-dream-to-pen-relationship-book>

1 choking her again. His ex-girlfriend took photographs of the bruises Dream left of  
2 her—those pictures, showing bruises on her arm and scratches on her neck and  
3 wrists, were publicly released by TMZ.

4 36. Outrageously, Dream publicly insisted that his ex-girlfriend pressed  
5 charges to protect her immigration status.

6 37. And ironically, Dream has been quoted in *Rolling Stone* as stating that  
7 no one “takes the time to understand a man” or the psychological impacts on men  
8 “with men not being able to work as much as they did when I was small. It’s not  
9 about equal or not.”<sup>8</sup> He went on to ask, “[w]hoever thought that the weakest part  
10 of life would be masculinity?”

11 38. When Plaintiff was first connected to Dream, she only knew of his  
12 reputation as a famous and accomplished songwriter and had not heard about his  
13 history of violence towards women. Those around Dream, however, and the  
14 businesses that supported his artistic endeavors—including Contra Paris and Epic  
15 Records—were aware of the violent misogynist that successfully hid his true self  
16 behind his songs of female empowerment.

17 **II. Ms. Mangroe is an Extraordinary Singer and Songwriter and**  
18 **Receives an O-1B Visa for Her Abilities in the Arts**

19 39. Ms. Mangroe was raised in the Netherlands with a passion, love, and  
20 extraordinary talent for writing and recording music. As a teenager, she began  
21 posting her songs on social media, developing a devoted following and catching the  
22 attention of several well-known producers around the world.

23  
24  
25 <sup>8</sup> <https://www.rollingstone.com/music/music-features/the-dream-talks-love-after-lemonade-why-he-deserves-legendary-status-106465/>.

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1       40. In 2012, when Ms. Mangroe was just 21 years old, she signed a  
2 production deal with U.S.-based production company Shapiro, Bernstein & Co., Inc.  
3 as a songwriter. As a result, she applied for a three-year O-1B visa for an “alien of  
4 extraordinary ability in the arts or extraordinary achievement in the motion picture  
5 or television industry.”

6       41. As the then-President of Shapiro, Bernstein & Co., Inc. wrote in support  
7 of Ms. Mangroe’s O1-B visa application, “Channii is an extraordinary artist who has  
8 established herself as one of the top Singer/Songwriters in Europe. At only 21 years  
9 old, Channii is on the short list of the music industry’s most coveted artists, achieving  
10 outstanding success in a relatively short period of time. She is sought after by the  
11 top recording artists, record labels, producers, and insiders in the business and her  
12 collaborations read like a who’s who in the music industry.”

13       42. In further support of Ms. Mangroe’s application for an O-1B visa, the  
14 Vice President of Membership for the American Society of Composers, Authors, and  
15 Publishers wrote: “Channii is an extraordinarily talented artist. In her native Holland  
16 she has earned a reputation as one of Europe’s most compelling and creative  
17 singer/songwriters...[i]t’s not often that a foreign songwriter like Channii makes  
18 such an impact this side of the Atlantic. It’s a testament to her spectacular talent and  
19 ability that at the tender age of 21 she is on the short list of the music industry’s most  
20 coveted artists.”

21       43. Not surprisingly, Ms. Mangroe was awarded a three-year O-1B visa and  
22 began frequently working in the United States throughout 2012-2015 as a songwriter  
23 for Shapiro, Bernstein & Co., Inc.

24       44. Throughout this time, Ms. Mangroe continued to post her work on  
25 social media, including Instagram, which is how she was ultimately connected with  
26 Dream.

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**III. Dream and His Team Make False Promises to Lure Ms. Mangroe to  
Atlanta**

45. In late 2014, Ms. Mangroe was considering her options once her O-1B visa expired by 2015. She knew that she wanted to focus on her own recording career and, as a result, was speaking to several well-known producers about potential next steps and sponsorship of her visa renewal.

46. It was around that same time in late 2014 that Dream's childhood friend and personal security detail, Chris Garland ("Garland"), reached out to Ms. Mangroe via Instagram and asked her to send him music to share with Dream's manager, Merck Mercuriadis ("Merck").<sup>9</sup>

47. At the time, Dream and his creative partner, Christopher "Tricky" Stewart ("Tricky") had reached enormous success, including producing and/or songwriting for Beyonce, Rihanna, Britney Spears, Mariah Carey, and Justin Bieber, producing five of his own studio albums, and receiving several Grammy Award nominations and multiple wins.

48. As a successful performer, songwriter, and producer, Dream seemed like the perfect fit for Ms. Mangroe, who was enormously talented in both performing and songwriting. Ms. Mangroe was thrilled at the opportunity to get her music in front of Dream and have the chance to work with someone who had

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<sup>9</sup> Although Garland told Ms. Mangroe that Merck was Dream's manager, she later learned that Mark Stewart ("Mark"), Tricky Stewart's brother, was in fact Dream's manager. The exact relationship between Dream and Merck at that time is unclear, but this misrepresentation was just one of many upon which Ms. Mangroe relied. However, he did assist in arranging the initial meeting between Ms. Mangroe and Dream and, in 2018, it was reported that the company that Merck founded, Hipgnosis, acquired the catalogs of both Dream and Tricky Stewart. See, e.g., <https://www.billboard.com/pro/hipgnosis-tricky-stewart-songwriting-catalog/>.

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1 significant connections and influence in the music industry. She therefore  
2 immediately sent Garland some of her music.

3 49. Garland quickly responded that he would arrange a meeting between  
4 Ms. Mangroe and Merck. Ms. Mangroe happily said that she would meet with  
5 Dream and/or his team.

6 50. In January 2015, while Ms. Mangroe was already in Los Angeles,  
7 Merck reached out to Ms. Mangroe to arrange for her to fly to Atlanta to meet Dream.

8 51. She arrived in Atlanta on January 29, 2015, where Garland picked her  
9 up at the airport and told her that she would be meeting Dream at a club that evening  
10 because Dream wanted to observe how she “handled herself” in a club atmosphere.

11 52. Several hours later, Ms. Mangroe met Dream, Tricky, and Garland in  
12 front of Gold Room Club. Ms. Mangroe did not have any significant interaction  
13 with Dream while they were in the club, but she was told to get into Dream’s car  
14 with him and Garland at the end of the night. While they drove Ms. Mangroe back  
15 to her hotel, Dream discussed taking her to a basketball game the following day.  
16 When Ms. Mangroe attempted to turn the conversation to getting into the studio to  
17 record, Dream confirmed she would have the chance to record during the trip.

18 53. The next day, on January 30, 2015, Ms. Mangroe went into a studio to  
19 record with Dream’s sound engineer, Bart Schoudel (“Schoudel”).

20 54. During the recording session, Ms. Mangroe recorded a verse for the  
21 song Transparent, which was supposed to be part of Dream’s forthcoming two-part  
22 EP, Crown Jewel. While the official release of Crown Jewel was delayed, the song  
23 eventually leaked online. Dream failed to give any credit (or compensation) to Ms.  
24 Mangroe for her vocals.

25 55. On the following day, January 31, Ms. Mangroe went back to the studio  
26 and recorded the song “187,” which Dream had written. Although Ms. Mangroe had

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1 no gang affiliations or violent history, she was presented with a song titled with the  
2 slang used for “murder.”

3 56. That evening Dream arranged for Ms. Mangroe to attend an Atlanta  
4 Hawks basketball game with Schoudel, providing her with courtside seats. After the  
5 game, Dream and several others, including Tricky and Garland, took Ms. Mangroe  
6 to a strip club. At that point, Ms. Mangroe had not yet “earned” the right to have  
7 Dream’s phone number, so arrangements were made through Garland.

8 57. Ms. Mangroe had never been to a strip club before. While there, Dream  
9 repeatedly handed Ms. Mangroe large stacks of cash and demanded that she throw  
10 the money at the strippers.

11 58. At one point, one of the strippers came to their table completely naked  
12 and Dream instructed the stripper to get on top of Ms. Mangroe. Ms. Mangroe was  
13 visibly uncomfortable with the situation.

14 59. Dream seemed to enjoy how uncomfortable Ms. Mangroe became. He  
15 laughed as Ms. Mangroe asked the stripper to leave and perform for Dream instead.  
16 Dream insisted that the stripper go back over to Ms. Mangroe several times  
17 throughout the evening.

18 60. The following day, on February 1, 2015, Dream texted Ms. Mangroe  
19 for the first time—an apparent sign that she passed the “tests” that Dream had been  
20 giving her.

21 61. After saying hello, the first thing Dream texted Ms. Mangroe was “Do  
22 you have a boyfriend, boyfriends aren’t allowed. It’s a distraction.” Ms. Mangroe  
23 was surprised to be asked such a personal question so early on in her  
24 communications with Dream, but she wanted to be cooperative and responded in the  
25 negative.

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1           62. As the end of her planned trip to Atlanta neared, Ms. Mangroe still was  
2 not given a recording contract or any indication that one would be forthcoming, but  
3 she remained optimistic because Dream and his team repeatedly expressed how  
4 impressed they were with her vocals and how much they liked her voice and her  
5 general style.

6           63. Finally, shortly before she was scheduled to leave, Dream told Ms.  
7 Mangroe that he wanted to sign her to his label, Contra Paris, LLC (“Contra”). Ms.  
8 Mangroe was so happy and overwhelmed with gratitude—it truly felt like everything  
9 she had been working for was about to come to fruition. Dream told her that he  
10 would make her the next Beyonce and Rihanna.

11           64. Ms. Mangroe explained in detail to Dream that her O-1 visa was set to  
12 expire in November of that year and that she needed a new petitioner to continue her  
13 visa for the following three years. She reiterated that she needed to know if he was  
14 serious about signing her and supporting her O-1 visa because if not, she would need  
15 to search for another petitioner.

16           65. Dream assured Ms. Mangroe that Contra Paris would be her petitioner  
17 and that she did not need to look for a petitioner to continue her visa. He promised  
18 that she would receive an advance and written contract soon. He then asked if she  
19 would go to Los Angeles with him for the next ten days to continue recording. Ms.  
20 Mangroe agreed.

21           66. Ms. Mangroe, then just 23-years-old and in an entirely new and enticing  
22 world, truly believed that all her dreams were about to come true. Unfortunately,  
23 however, she would soon learn that it was just the start of a long nightmare.



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**IV. Dream Uses His Success with Beyonce and Rihanna to Manipulate and Exploit Ms. Mangroe**

67. From the moment Dream began texting Ms. Mangroe, he began regaling her with stories about how he helped create Beyonce and Rihanna and would do the same for her as long as she did everything he told her to do.

68. Dream told Ms. Mangroe that in order to write songs for her, he needed to know everything about her, including everything that embarrassed her, upset her, angered her, and excited her – every single thought she had.

69. Perhaps sensing Ms. Mangroe’s hesitation and confusion, Dream said that was how true songwriters and producers needed to operate in order to write the right song for each artist. He said Ms. Mangroe needed to “belong” to him so they could become the next “Bey and Jay,” in reference to Beyonce and Jay-Z.

70. Dream knew how much Ms. Mangroe loved and admired Beyonce as an artist. He regularly used Ms. Mangroe’s admiration for Beyonce as a way to manipulate Ms. Mangroe, telling her that the only reason he achieved such great success with Beyonce is because they created a “sanctuary” together, which allowed him to know Beyonce in a way that others could not and, consequently, he could write the best songs for her.

71. In text messages such as this, he lured Ms. Mangroe into believing that he would have a particularly special “sanctuary” with her, one that was similar but also somehow different to his already musically successful and profitable relationships with Beyonce and Rihanna:

I want to build a relationship with you like the ones I have with others but the diff[erence] being I’ve never had one to myself and I never wanted one,



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1 because it was easier to just share with Rih[anna] and bey[once] and have our  
2 sanctuary that no one else knows that exists.

3  
4 72. Dream explained that a “sanctuary” was even stronger than a spousal  
5 connection because it was about “art.” Being part of a “sanctuary” with Dream  
6 meant that Ms. Mangroe was required to disclose all of her secrets and thoughts and  
7 become “trust partners” with him. He said that his relationship with Beyonce was  
8 so close that he knew about Beyonce’s pregnancy before her husband, Jay-Z.

9 73. For example, Dream texted Ms. Mangroe,

10 I will need to know  
11 things u think or  
12 embarrassed about to  
13 the furthest extent

14  
15 I'm going to be your  
16 better half of this goes  
17 where I think it's going  
18

19  
20  
21 74. Dream reminded Ms. Mangroe that she better be “grateful” that he was  
22 working with her because he was putting work on Beyonce’s album on hold, and  
23 that if she wanted to reach the same level of success as Beyonce, she needed to  
24 become as close to or closer to him than Beyonce. He said that meant that Ms.  
25 Mangroe should ask and follow his advice on everything, rely on him to be her main  
26 confidant, and limit her inner circle to only those people he approved of and trusted.

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1           75. Dream also told Ms. Mangroe that if she “acted right” he would share  
2 the specific formula he used with Beyonce, and that Ms. Mangroe and Beyonce  
3 would be the only two artists with those industry secrets.

4           76. Dream routinely pointed out that he could make any new artist  
5 successful, but he was choosing Ms. Mangroe so he expected her to “respect him  
6 correctly.”

7           77. Dream frequently pitted Rihanna against Beyonce implying that  
8 Rihanna was fighting for his attention and was frustrated that he was giving it to  
9 Beyonce instead of her. He said that Rihanna was begging him for good records but  
10 because of his special “sanctuary” relationship with Beyonce, he saved them for  
11 Beyonce and that Ms. Mangroe could be part of that as well.

12           78. According to Dream, Rihanna was possessive over him and got angry  
13 when he worked with Beyonce. In an apparent effort to reiterate how grateful Ms.  
14 Mangroe should be for the opportunity to work with him, Dream told her that  
15 Rihanna would frequently send him flowers and other gifts. He reiterated that  
16 Rihanna had to “work” to make him give her hit records and he was choosing to  
17 work with Ms. Mangroe instead.

18           79. In one of their earliest text exchanges, Dream asked Ms. Mangroe when  
19 she lost her virginity, explaining that Rihanna had told him this information about  
20 herself, insinuating that artists he worked closely with shared such intimate  
21 information with him.

22           80. Dream led Ms. Mangroe to believe through manipulation and coercion  
23 that if she allowed him to completely control every aspect of her life, they could  
24 create the ultimate “sanctuary” that would surpass anything he accomplished with  
25 Beyonce or Rihanna.

1           81. When Ms. Mangroe questioned the idea of the “sanctuary” or asked  
2 Dream to clarify what he meant, she would receive evasive responses like the  
3 following:

4  
5 I let u know after we win  
6 10 Grammys together  
7

8 Right now u just have to  
9 be free and let me  
10 undress u emotionally do  
11 I can know what's  
12 underneath your heart  
13

14           82. For a new artist, the thought of becoming the next Beyonce or Rihanna  
15 was obviously intoxicating, and Ms. Mangroe was willing to work as hard as  
16 possible to make her recording dreams come true.  
17  
18  
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26

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1           83. Dream told Ms. Mangroe that he was working on Beyonce's new tour  
2 and that if everything went well, Ms. Mangroe could open for her, but shared this  
3 promise only in the context of his emotional manipulation of her:

4  
5 I think the more freedom  
6 u give me the more  
7 relationships I will be  
8 able to put u through  
9 and in. I am a strait  
10 forward person

11 Things like the Beyoncé  
12 opening isn't a big deal  
13 to get it done , that's my  
14 family

15           84. Ms. Mangroe had no reason to disbelieve what Dream was telling her  
16 at that time. He was successful, had made hit records with Beyonce and Rihanna,  
17 and convinced her that two of the most successful recordings artists were dependent  
18 on him for their success.

19           85. Dream regularly held his age and experience in the industry over Ms.  
20 Mangroe, telling her that she simply did not understand how his methods were  
21 necessary to success, and instilling in her that she should be grateful for his efforts  
22 to help her, placing himself on a pedestal and emphasizing that her success was only  
23 possible thanks to Dream. For example, he stated the following over text:

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It means more to me than u can imagine. My risk should tell you that, in your mind u should know that I am risking something far greater than anyone ever has for and with you.

And it's because I know it's beyond explanation

U can't explain this so don't even try and don't mention it, that's why the government denies things , it isn't because it's not true , it's because I lesser mind wouldn't even understand so why stop the life they have and change what they love about there life, it's actually a unselfish thing to hold in a truth

86. Ms. Mangroe was drawn into a whirlwind of lofty messages like this and was quickly convinced that she needed Dream to make it in the music industry, and therefore was willing to take any and all direction from him. Only now does she see that Dream was using fraud and coercion to manipulate her into believing that she was being brought into a legitimate business arrangement with Dream and his label, Contra Paris, not a venture to use her for Dream's violent sexual desires.

**V. Ms. Mangroe Goes to Los Angeles to Record Her Album and Dream Begins a Horrific Pattern of Physical, Sexual, and Psychological Manipulation and Abuse under the Guise of Creating “Art”**

87. At the beginning of February 2015, Ms. Mangroe was told by Merck and Garland that Dream wanted her to go to Los Angeles “asap” to record her album. By email, Merck connected Ms. Mangroe to Judy Schuda of the California-based travel agency All Direct Travel Services, Inc., who arranged a flight on Ms. Mangroe’s behalf.

88. On February 4, 2015, Ms. Mangroe arrived in Los Angeles directly from Atlanta. Soon after she arrived, she began receiving messages from Dream that were extremely flirtatious, including asking her if she wanted to lose her virginity “again,” implying that he wanted to have sex with her.

89. That evening, Ms. Mangroe was in a recording studio located in the home of Tricky Stewart, who co-owned Contra Paris with Dream. She recorded music for Dream there, which she understood would be released through Dream’s record label, Contra Paris.

90. Dream complained that Ms. Mangroe needed to “loosen up” for the sake of the music and pressured her to drink alcohol and smoke marijuana in excessive quantities. Dream told her that “Rih smokes so much that while she’s smoking one blunt, Jenn and Melissa already rollin’ the next one.” Even though Ms. Mangroe did not enjoy using drugs and alcohol, she felt pressured to meet Dream’s expectations of a hit artist.

91. Throughout the evening while they were in the recording studio, Dream became more aggressive in pressuring Ms. Mangroe to have sex with him. He assured her that sex with him was “part of the process” and he could only write hit songs for her if she agreed to let him know everything about her.

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1           92. In an effort to deter Dream, Ms. Mangroe tried to argue that she did not  
2 want to do anything that could complicate making great music. In response, Dream  
3 told her that that she agreed to be his “trust partner” and not listening to him and  
4 doing what he wanted was a sign of disrespect.

5           93. Ms. Mangroe, who was alone in the United States and increasingly  
6 confused and frightened about the situation she was in, tried to protest again.

7           94. Dream reiterated to Ms. Mangroe that she was part of something  
8 special, that he let her into his sanctuary because she was so talented, and that she  
9 was part of something bigger than anything she could understand.

10          95. In the studio, Dream began to touch Ms. Mangroe, and she pulled back,  
11 suggesting that it was not a good idea to be flirtatious with others around. Dream  
12 proceeded to take Ms. Mangroe through the house where the studio was located,  
13 eventually bringing her to a pitch-black bedroom.

14          96. Upon arriving in a dark bedroom, Ms. Mangroe had no doubt about  
15 what Dream’s intentions were. She told Dream, “I don’t know about this,” and “I  
16 don’t want to ruin this.” Dream responded by telling her this was “really important”  
17 and that they did not have “time to waste.” He insisted that this “will only make the  
18 records that much better.”

19          97. In saying as much, Dream directly tied his intentional sexual acts  
20 towards Ms. Mangroe to the benefit she would receive through him making music  
21 with and for her.

22          98. Dream then grabbed Ms. Mangroe’s hands and placed them on his  
23 genitals. He then quickly escalated, pushing her down on the bed and inserting his  
24 penis into her.



1           99. Others in the studio began to look for Dream and Ms. Mangroe, causing  
2 Dream to leave the bedroom to go back to the recording studio. When he did so, he  
3 locked the bedroom door with Ms. Mangroe inside, naked, in the dark.

4           100. After some amount of time, Dream returned to the bedroom, and again  
5 had sex with Ms. Mangroe. He did this repeatedly for several hours, leaving Ms.  
6 Mangroe tired and confused. During this ordeal, Dream told her that “this was going  
7 to be great” for Ms. Mangroe, and also demanded that Ms. Mangroe tell Dream that  
8 she loved him—in fact, he would only stop aggressively having sex with her once  
9 she said that she loved him.

10           101. When Dream finally let Ms. Mangroe leave the bedroom, it was around  
11 6 a.m., the sun had risen, and most of the people from the studio had left. Tricky,  
12 however, did see her and Dream leave the bedroom at that hour. She returned to her  
13 hotel confused, but tried to remain grateful and hopeful for what she believed was  
14 her big break.

15           102. Given Dream’s pressure and insistence, Ms. Mangroe felt it was useless  
16 to continue protesting. Instead, she tried to convince herself that it was a consensual  
17 sexual interaction. It was easier to believe what Dream was saying than to face the  
18 reality of the situation – that a famous and significantly older music producer was  
19 using his influence and power to make a young woman on her own in a foreign  
20 country have sex with him.

21           103. Dream later texted Ms. Mangroe and acknowledged that he pressured  
22 her into having sex with him. In particular, he texted: “[e]ntering you is like walking  
23 through a door of roses, sure there are thorns but isn’t it beautiful, diamonds can’t  
24 be made without pressure nothing great can.”



1           104. On February 7, 2015, Dream texted Ms. Mangroe, “[w]e are married  
2 through art. And I won’t ever let anyone take advantage of you and will perfect [sic]  
3 you to the end. Like a knight.”

4           105. Dream thus explicitly connected the romantic and sexual relationship  
5 he had with Ms. Mangroe to her work as an artist and his involvement in making  
6 music for and with her.

7           106. Unfortunately, it was Dream who Ms. Mangroe needed protection from  
8 and there was no knight willing to help her when she needed it the most.

9           107. Throughout her time in Los Angeles, if Ms. Mangroe and Dream were  
10 in the studio at the same time, he expected her to be available to have sex with him  
11 whenever he demanded it.

12           108. Dream refused to use any protection. While she was in Los Angeles,  
13 Ms. Mangroe became sick with strep throat and was given antibiotics to treat it. She  
14 knew that antibiotics could lessen the effectiveness of birth control and begged  
15 Dream not to ejaculate inside of her. He refused. At one point while they were in  
16 Los Angeles, Ms. Mangroe physically tried to get away from him to avoid him  
17 ejaculating inside of her and Dream held her arms down and ejaculated inside of her  
18 over her protests. This type of violent sex, control, and manipulation became more  
19 and more common as the days passed.

20           109. On or around February 13, 2015, Dream sent Ms. Mangroe sexually  
21 explicit texts, including one that said, “I wanted to fuck Ure bladder so hard that it  
22 made u piss all over me.”

23           110. In between sending those text messages, Dream texted Ms. Mangroe  
24 about the recording deals he was working on for her, including “...we will have  
25 major distribution in about 30 days so u better be ready.” Dream frequently used  
26 this type of manipulation where he intertwined business promises with violent sex.

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111. On February 14, 2015, Dream texted Ms. Mangroe that she “must care about what [he] care[s] about” and said “Ure life is now u have way more room but I will care about those things in ur life like they are my own, Ure mother is my mother, Ure father Ure brother, Ure friends are mines, your enemies I will inherit as my enemies!” When Ms. Mangroe said she did not understand, Dream responded “This is that other shit. Blood in blood out.”

112. That same day, at Dream’s request, Ms. Mangroe changed her Instagram handle from “ChanniiMusic” to “ChanniiContra,” making it clear she was to be publicly associated with the Contra Paris label.

113. While in Los Angeles, Ms. Mangroe posted the following on that Instagram account, wearing Contra Paris-branded merchandise, using the hashtags “#contra” and “#family,” and tagging the Instagram handles of the owners of Contra Paris, Dream and Tricky.



114. The following day, Dream left Los Angeles for work obligations and gave Ms. Mangroe permission to go home to Amsterdam as long as she moved to

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1 Atlanta within four days to continue what he and Contra Paris had started with her  
2 in California.

3 115. Ms. Mangroe was in a precarious state at the end of her Los Angeles  
4 trip. From a professional standpoint, Ms. Mangroe felt incredibly excited about the  
5 work she had done and could really see her visions of becoming a recording artist  
6 come true. However, she also felt increasingly confused with and fearful of Dream.  
7 He was volatile and quick to anger if she did not quickly comply with his demands;  
8 yet, in such a short period of time, he also told her that he loved her, would protect  
9 her and cared more about her than anyone else ever would. It was dizzying, which  
10 was precisely Dream's intent in his campaign of psychological and physical  
11 manipulation.

12 **VI. Dream Convinces Ms. Mangroe to Move to Atlanta Where Dream's**  
13 **Manipulation and Abuse Escalates**

14 116. In order to convince Ms. Mangroe to move to Atlanta, Dream promised  
15 that the contract was forthcoming, that he would find her an apartment to live in, and  
16 that he would pay her expenses in Atlanta until she received her advance. As a result,  
17 Ms. Mangroe flew to Amsterdam on February 17, 2015 to pack all of her belongings  
18 and prepared to move to Atlanta.

19 117. On the day before she left Los Angeles for Amsterdam, Dream texted  
20 Ms. Mangroe "[h]opefully we will have a deal memo in place before u come back"  
21 to confirm that was the plan.

22 118. On the same day, during a text conversation with Ms. Mangroe, Dream  
23 texted that "...I will not let anyone disrespect you[;] this [contract] will be fair and  
24 respectful from my end period and I'm going to pay your adv out of pocket fyi. I  
25 also other than trick [Stewart] and mark [Stewart] would love to be involved in your  
26 management process."

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1 119. Before Ms. Mangroe could even respond to Dream’s promise that her  
2 contract deal would be fair and respectful, Dream said “I need to see inside that  
3 pussy tho. As Ure man. NOW. Go in the restroom pull Ure panties to the side and  
4 take a pic.”<sup>10</sup>

5 120. In making this crude and forceful command to Ms. Mangroe within  
6 minutes of discussing a forthcoming music deal with himself and Contra Paris,  
7 Dream explicitly connected Ms. Mangroe’s career prospects and future music  
8 contract with his requirement that she submit to his sexual demands.

9 121. Because Ms. Mangroe is also a songwriter, she asked Dream whether  
10 the contract would include a publishing deal as well. In response, Dream said he  
11 would “love to do all of [her] stuff” and that he had “already told big Jon [a/k/a/ Jon  
12 Platt, the then-Chairman and CEO of Warner/Chappell Music] once [Ms. Mangroe]  
13 was finished with label, [he] will get with him to get [her] pub deal in place.”

14 122. Dream then told Ms. Mangroe to have her attorney “put in any and all  
15 contracts that...[her] option is always to go with [Dream] if there ever is a departure  
16 of [Dream] and [T]rick working together.” This is what is referred to as a “key man”  
17 clause.

18 123. While Ms. Mangroe was in Amsterdam, Dream texted her incessantly  
19 asking whether she was behaving, where she was, and what she was doing.  
20  
21

22  
23 <sup>10</sup> It is unlikely a coincidence that “Panties to the Side” is the name of a song written  
24 and sung by Dream. In an interview with *Essence* Magazine, he said the following about  
25 that track: “It’s about a quickie. When you can’t really get into it all the way and you can’t  
26 take the panties all the way off, so you just push them to the side. Sometimes you do it just  
because it’s hot. You have no reason not to take your clothes off but you just keep them  
on. Everyone at ESSENCE.com should try it, call your man at work and tell him ‘I want  
you to come home and pull my panties to the side!’”  
27 27

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1           124. On February 18, 2015, Dream told Ms. Mangroe via text message that  
2 Rihanna had just sent him a sexual text, a not-so-subtle hint to remind Ms. Mangroe  
3 to be grateful for him because Rihanna was allegedly interested in him.

4           125. On February 19, 2015, Dream texted Ms. Mangroe: “You belong to me  
5 now! I’m your mother and father and everything.”

6           126. When Ms. Mangroe arrived in Atlanta on February 21, 2015, Garland  
7 picked her up from the airport with a gun sitting between them in the SUV. He told  
8 Ms. Mangroe that she needed his protection because Atlanta was a “crazy place.”  
9 She discovered later that Garland was often carrying Dream’s guns because Dream  
10 had a pending domestic violence charge and was not permitted to have weapons.<sup>11</sup>

11           127. Ms. Mangroe was put in an isolated Residence Inn, which was not  
12 within walking distance of anything. It did, however, allow Dream to come and go  
13 as he pleased without detection. Dream had his own key to Ms. Mangroe’s room  
14 and reminded her that he could stop by at any time—and he frequently did enter her  
15 hotel room with little or no notice.

16           128. Ms. Mangroe, who could not drive and was relying on Dream for  
17 money for all of her expenses because she had not yet received her contract and  
18 advance, was essentially trapped in the Residence Inn unless Garland took her  
19 somewhere.

20           129. While she occasionally used Uber, Garland reiterated that it was a  
21 safety concern and that Dream expected him to transport her.

22           130. Garland made sure to let Ms. Mangroe know how closely he was  
23 watching her when she took Ubers, as he would ask her why the Uber driver took a

24 <sup>11</sup> Dream’s ex-girlfriend, Lydia Nam, filed a police report in November 2013 alleging  
25 that Dream strangled and physically assaulted her while she was pregnant in April 2013.  
26 The case was dismissed in March 2015. Presumably, Dream was not permitted to carry  
27 weapons while the case was pending.

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1 certain route, whether the driver was trying to talk to her, and how much she spoke  
2 to the driver.

3 131. Dream became increasingly controlling after Ms. Mangroe moved to  
4 Atlanta. He told Ms. Mangroe that she needed to check in with him every day, she  
5 needed to be available to him whenever he called, and that she should depend only  
6 on him for anything she needed.

7 132. Ms. Mangroe was no longer allowed to attend events or go to clubs with  
8 Dream. She was expected to stay in her hotel unless she was recording or at the  
9 gym. Garland regularly texted her to ask what she was eating and telling her to go  
10 to the gym while making unannounced visits to “check on her.”

11 133. After Dream forced Ms. Mangroe to change her social media handle to  
12 “ChanniiContra,” he regularly demanded that she remove certain posts from her  
13 social media, thereby further isolating her from the outside world.

14 134. Ms. Mangroe had to beg to go to the studio. She was never given a  
15 schedule. Instead, she was just expected to be prepared to go whenever she was  
16 called.

17 135. When she asked Dream if she could go to the studio, he would chastise  
18 her and call her a brat. He would tell her that she had to stop thinking about only  
19 herself, that he was an important producer who was working with a lot of important  
20 people, and that he did not have time for her “nagging” about getting into the studio.

21 136. It was not at all what Ms. Mangroe expected after being in the studio  
22 non-stop during her first visit to Atlanta and Los Angeles. Everything felt different  
23 once she committed to living in Atlanta and was under Dream’s complete control.

24 137. In between berating Ms. Mangroe, Dream continued coming to her  
25 hotel or meeting her in the studio whenever he wanted to demand sex. He also began  
26 doing “walk throughs” of her hotel room to look through all of Ms. Mangroe’s

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1 belongings, including her medication. He got angry when he discovered that Ms.  
2 Mangroe was taking birth control pills and demanded that she throw them away.  
3 According to Dream, it was a sign of disrespect to try to prevent a pregnancy by him.  
4 Ms. Mangroe, who had no desire to be pregnant at that time, began hiding her birth  
5 control pills under her mattress.

6 138. Not surprisingly, Ms. Mangroe had a pregnancy scare shortly after she  
7 arrived to live in Atlanta. Dream sent Garland to buy a pregnancy test and when it  
8 came back negative, Ms. Mangroe let Dream know via text. He immediately called  
9 Ms. Mangroe and screamed at her for almost an hour because he said it was an insult  
10 to him that she was happy that she was not pregnant.

11 139. In the very early morning of February 25, 2015, while at Triangle  
12 Sounds Studio, Dream plied Ms. Mangroe with alcohol and marijuana and forced  
13 her to have sex with him while he recorded it. Ms. Mangroe, who was highly  
14 intoxicated, tried to stop Dream from recording, but he refused.

15 140. The next day, Garland told Ms. Mangroe that for a skinny girl, she had  
16 nice curvy thighs. It was the first time Garland had ever made a comment about her  
17 body. While she had no way of knowing whether that was a coincidence, it certainly  
18 seemed designed to send a message that Dream shared the unconsented-to sex tape.  
19 She was humiliated.

20 141. Dream would later regularly use the recording to threaten Ms. Mangroe  
21 that he could share it with anyone he wanted.

22 142. Dream insisted that Ms. Mangroe tell him that she loved him. She  
23 regularly had to send him text messages expressing how grateful and thankful she  
24 was for him in order to avoid being screamed at for being a brat. She was also  
25 expected to regularly buy him flowers to express her gratitude.



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1 143. Dream began having Garland call Ms. Mangroe at all hours of the day  
2 or night to ensure she was in her hotel room. If Ms. Mangroe was sleeping or  
3 unavailable for any reason, Dream would get infuriated.

4 144. Dream and Garland also began monitoring the food that Ms. Mangroe  
5 ate and how often she worked out because Dream thought she had gotten too thin  
6 and wanted her to be curvier, specifically suggesting that she should change her body  
7 in anticipation of the Beyonce tour that she would be able to open for. Ms. Mangroe  
8 was often very hungry because Garland monitored what ate. If she mentioned  
9 something she ate, Dream would tell her that she would need to work out extra hard  
10 the next day.

11 145. Ms. Mangroe considered Garland to be something of a confidant when  
12 she first arrived in Atlanta. He often asked how she was doing and was initially very  
13 kind to her.

14 146. However, if she complained that she had not been to the studio for a  
15 few days or that she was stuck in her hotel room for several days in a row, Garland  
16 would tell her that all she needed to worry about was keeping Dream happy. As he  
17 explained in sum and substance, “if Dream says something is vanilla, even if you  
18 see and know it’s chocolate, if Dream tells you it’s vanilla, it’s vanilla.”

19 147. Garland casually made statements that he would kill anyone who had  
20 an issue with Dream. Given that he regularly displayed his gun, Ms. Mangroe took  
21 his statement as a veiled threat.

22 148. Ms. Mangroe continued to ask when she would be allowed back in the  
23 studio to record, but Dream continued to push it off. She also asked if she could  
24 start writing songs given that Dream said her deal would include a  
25 publishing/songwriting component, but she was not permitted to write anything.



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1 Dream considered it an insult that she asked, and accused her of insulting his  
2 songwriting.

3 149. Ms. Mangroe continued asking about her contract. On February 28,  
4 2015, Dream said that her contract would be finished soon and again ordered Ms.  
5 Mangroe to ensure that her attorney inserted a “key man” clause into her contract  
6 with Contra Paris (the “Contra Contract”). As Dream wrote in an email to Ms.  
7 Mangroe, “Basically no matter terms or partners, ultimately you choose to exit  
8 binding participants in contract other than Terius Nash [a/k/a/ Dream]. If [D]ream  
9 goes you go. Still remaining bonded to Terius the-dream Nash<sup>12</sup> for remaining term  
10 of contract if any.”

11 150. With little to no autonomy or freedom, Ms. Mangroe continued to tell  
12 Dream what he wanted to hear—that she was loyal to him, that she wanted the key  
13 man clause, and that she loved him.

14 151. During the second week of March 2015, after a few weeks in the  
15 Residence Inn, Ms. Mangroe discovered bedbugs in her room and asked Garland to  
16 place her in a new hotel.

17 152. For reasons known only to Dream, Ms. Mangroe’s request infuriated  
18 him. He screamed that she was trying to take advantage of him, that she was not  
19 loyal and that she was a brat. Ms. Mangroe tried desperately to explain herself, but  
20 Dream’s anger continued to escalate. He told her that it was her fault that Beyonce’s  
21 album was delayed, and he had the right to tell her what to do to him sexually to  
22 make it up to him. He demanded that Ms. Mangroe apologize to him for the delays  
23 to Beyonce’s album while he forced her to perform sexually by commanding oral  
24 sex. Dream roughly shoved his penis inside Ms. Mangroe’s mouth until she was

25 \_\_\_\_\_  
26 <sup>12</sup> Upon information and belief, Dream legally changed his name from Terius Nash to  
Terius Gesteelde-Diamant in or around 2020.

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1 choking. When she attempted to signal with her hands that she was choking, he said  
2 that he was her boss and continued forcing himself inside of her. Eventually, Dream  
3 began to choke Ms. Mangroe with both hands. As she began to pass out, Dream  
4 continued to scream that she was taking advantage of him.

5 153. Dream stormed out and left Ms. Mangroe in shock and with several  
6 bruises on her neck. Fortunately, she knew that Dream was leaving town shortly so  
7 she would have a few days to recover. Dream never apologized or mentioned the  
8 strangling incident again, and unfortunately it would not be the last time he became  
9 physically abusive with Ms. Mangroe.

10 154. On or around March 14, 2015, Dream left Atlanta to handle work  
11 obligations elsewhere. Ms. Mangroe wished him a safe flight before he took off but  
12 when she did not text him the following day, Dream texted her: “U know damn well  
13 u need to check in.”

14 155. During the next few days, Ms. Mangroe made sure to say hello or good  
15 morning. When she missed one day on or around March 21, 2015, Dream texted  
16 her: “Ure not checking in.” Ms. Mangroe responded that she had checked in with  
17 Garland every day, as she was required to do.

18 156. On the following day, Dream texted Ms. Mangroe to say: “My  
19 international wife. I think it’s time for me to hit that pussy. When are you having  
20 my baby. 2023.” When Ms. Mangroe did not immediately respond, Dream texted,  
21 “Ure ignoring me now.”

22 157. Ms. Mangroe immediately responded in fear: “No I’m not ignoring  
23 you! I’m studying.” Dream then threatened Ms. Mangroe that he was going to drive  
24 over to where she was and said he was “on the way” even though Ms. Mangroe later  
25 learned he was not even in the state at that time.

1 158. When Ms. Mangroe did not respond quickly enough, Dream texted:  
2 “This is Deff ignoring. U better not be cheating on me.” As soon as Ms. Mangroe  
3 saw her messages, she told Dream that her phone was on silent to try to placate his  
4 escalating anger.

5 159. When Dream returned from his trip, Ms. Mangroe tried to focus on  
6 recording and staying focused on her goals while keeping Dream as calm as possible.

7 160. On the rare occasions that Ms. Mangroe was allowed to go into the  
8 studio, Garland said that Dream told him to make sure she was “liquored up” before  
9 getting there.

10 161. If Dream was at the studio when Ms. Mangroe arrived, he would check  
11 to make sure she was intoxicated and if he did not think she was drunk enough, he  
12 would forcefully pull her hair back and force her to drink more alcohol.

13 162. If Ms. Mangroe wore her hair in a ponytail, Dream would roughly yank  
14 her head back and pull out her hair tie.

15 163. Ms. Mangroe had become so isolated and dependent on Dream for food  
16 and shelter in such a short period of time that it became increasingly difficult for her  
17 to comprehend the reality of her situation.

18 **VII. Ms. Mangroe is Signed to Contra Paris and Epic Records**

19 164. In or around March 2015, Dream told Ms. Mangroe that Antonio “L.A.”  
20 Reid (“Reid”) reached out to him about signing her to Epic Records.

21 165. Dream said he would handle all the negotiations with Epic, refusing to  
22 include Ms. Mangroe and insisting that any questions she asked him to get a better  
23 understanding of the situation were disrespectful.

24 166. At or around the same time, Ms. Mangroe was staying at a new hotel  
25 that provided a driver who would take guests to destinations within a short distance.  
26 This was the first time Ms. Mangroe had any freedom to control when and where

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1 she could eat. She often asked the driver to take her to get food and got to know him  
2 a bit. After several weeks, the driver expressed concern for Ms. Mangroe because,  
3 as he said, she was always alone, she never left the hotel except to get food, and she  
4 did not appear well.

5 167. It was the first time that Ms. Mangroe had any real contact with anyone  
6 other than Dream and the people he surrounded himself with; she felt embarrassed  
7 and ashamed that the driver could tell something was wrong.

8 168. Ms. Mangroe knew that her physical and mental state was deteriorating  
9 and was trying to figure out a way to go back home until she had her recording  
10 contract in place that she believed could protect her from Dream's control and abuse,  
11 especially given that most of her time was spent alone just waiting for Dream or  
12 someone from his team to tell her she needed to be in the studio.

13 169. Dream, who was married, had a child on the way in May 2015 so he  
14 was more distracted than usual. Ms. Mangroe used that time to ask if she could leave  
15 for a few days to visit her mother. Dream told her that she could only go home if  
16 she left all her belongings with Garland.

17 170. Perhaps sensing Ms. Mangroe's newfound realization of the abusive  
18 situation she was in, Dream's sexual assaults intensified. On one occasion, Dream  
19 told Ms. Mangroe that he wanted to take her to a movie. When they arrived, there  
20 was another man in the theater who they did not know. Dream demanded that Ms.  
21 Mangroe perform oral sex on him while the man watched. She said no. Dream got  
22 angry and forced Ms. Mangroe to have sex with him in the theater while the man  
23 presumably watched. It was a physically painful encounter.

24 171. On the same evening, Dream took Ms. Mangroe to the parking lot of  
25 Triangle Sound Studio in his sprinter van, which had been remodeled as a tour van  
26 with a mattress in the back. Once they arrived at the gated lot, Dream told Ms.

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1 Mangroe that they were not actually going to the studio, but instead he asked her to  
2 leave and enter the van from a separate entrance, at a different time than he did—  
3 seemingly in an attempt to keep his plans a secret from others present at the studio.

4 172. Once in the van, Dream locked the doors and pushed Ms. Mangroe into  
5 the dark back area of the van. He pinned her on the mattress in the van, took off her  
6 clothes, and started forcibly having sex with her. He pressed his full body weight  
7 onto Ms. Mangroe while covering her mouth and nose with his hands so that she was  
8 unable to breathe. He told her that he was angry that she wanted to go home and  
9 screamed at her that she was difficult and ungrateful as he forced himself on her.

10 173. Dream then began to choke Ms. Mangroe, demanding that she tell her  
11 “are you mine?” and instructing her to “say you’re mine.” His aggression scared  
12 Ms. Mangroe, and the choking became so intense that she believes she might have  
13 lost consciousness at one point during the ordeal. He told Ms. Mangroe that she  
14 better remember who she belongs to while she was gone, demanded that she tell him  
15 that she loved him, and further told her that he knows everything about her, and is  
16 the foundation of her career and of her record project. Once he finished, he  
17 instructed Garland to come to the parking lot and take Ms. Mangroe back to her  
18 hotel. Ms. Mangroe had bruises across her neck from Dream’s strangulation.

19 174. Ms. Mangroe left for Amsterdam with one small bag on or around April  
20 7, 2015. At that time, Dream instructed Ms. Mangroe that she could only be in  
21 Amsterdam for few weeks as the recording contract and distribution deal were  
22 finalized and executed.

23 175. In or around April 11, 2015, Ms. Mangroe texted Dream about a  
24 Billboard Magazine interview he did that had just been published. He previously  
25 told her that he was going to discuss her as one of his new artists in the interview.  
26 She never came up in the interview, so she texted Dream to ask why she was not

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1 mentioned. It was an innocent inquiry but caused Dream to fly into a rage. He sent  
2 several pages of text messages in response saying

3  
4 ...it wasn't about you it was about me, don't patronize me  
5 Channii u know I'm smarter than that and stop being so  
6 selfish...don't ever call me about something so minute  
7 again please...[you] treat me like I'm some side bitch or  
8 something or as if I'm not important just because I made  
9 u important...I'm giving up...I'll let everyone know  
10 where we stand.

11  
12 176. Ms. Mangroe, who was just excited about the possibility of being  
13 mentioned in the article, was completely taken aback by his reaction because he was  
14 becoming more and more unpredictable. She realized that anything she asked him  
15 had the potential to make him angry, and that she had no way of knowing what would  
16 and would not cause such an explosive reaction. She was very thankful to be having  
17 the conversation via text instead of in person.

18 177. Dream refused to speak to Ms. Mangroe for several days and she was  
19 left completely in the dark about whether he was planning to move forward with Ms.  
20 Mangroe's record.

21 178. Garland then texted Ms. Mangroe to say he had spoken to Dream. He  
22 told her that she needed to play her role, show she was humble, show her passion  
23 and loyalty, and provide a gift to Dream as a peace offering. Garland suggested  
24 customized Contra Paris clothing to prove to Dream that she was committed.

25 179. Dream eventually responded to Ms. Mangroe. She was forced to  
26 reiterate how grateful she was for him, tell him that he meant everything to her, and

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1 so forth. She continued texting Dream good morning to ensure that she was checking  
2 in as he ordered.

3 180. On or around April 16, 2015, Dream texted Ms. Mangroe to say that  
4 Reid and Epic Records were going to be their partner on her record deal. This  
5 essentially meant that once she signed a recording contract with Contra, she would  
6 sign a distribution contract with Epic. Once both of the contracts were signed, Ms.  
7 Mangroe's album could be finalized and released.

8 181. On April 21, 2015, while Ms. Mangroe was still in Amsterdam, she  
9 finally signed the Contra Contract. The Contra Contract was a "recording and  
10 shopping" contract that provided Contra with the exclusive rights to all audio and  
11 audio visual recordings in addition to a six-month time period to enter into or  
12 substantially negotiate a distribution agreement.

13 182. The Contra Contract specifically noted that Dream was an agent of  
14 Contra, and upon information and belief, he was also the principal of the LLC.

15 183. The Contra Contract also contained the following provision:  
16

17 (h) This Agreement shall be deemed to have been entered into  
18 in the State of California and the validity, interpretation  
19 and legal affect [sic] of this Agreement shall be governed  
20 by the laws of the State of California applicable to  
21 contracted entered into and performed entirely within the  
22 State of California. The courts located in Los Angeles  
23 County, California (state and federal), only, will have  
24 jurisdiction of any controversy regarding this Agreement;  
25 any action or other proceeding which involves such a  
26 controversy will be brought in those courts and not  
27 elsewhere.  
28



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1 184. On May 1, 2015, Ms. Mangroe then signed the Epic Records contract.  
2 On the same day, Dream texted Ms. Mangroe: “It will always be mine, not just your  
3 pussy. All of you. [U]re blood. [U]re mind. Your heart.”

4 185. The language in the Epic Records contract explicitly states that it is an  
5 agreement between “Contra Paris, LLC” *for the services of* Ms. Mangroe, making it  
6 clear that Epic signed this contract to gain Ms. Mangroe’s services, and in doing so  
7 would provide profit (including production fees and an advance of said fees) to  
8 Dream and Tricky’s company, Contra Paris. As a result, Contra Paris directly  
9 benefitted from Dream manipulating Ms. Mangroe into signing a recording contract  
10 that he (and, therefore, Contra Paris) knew was simply a fraudulent way for him to  
11 continue inducing Ms. Mangroe to submit to his deviant sexual demands.

12 186. Indeed, Dream maintained complete control over communications  
13 concerning Ms. Mangroe’s deal and Epic—he refused to connect her to anyone  
14 directly, or even to include her in email or text chains with the executives from the  
15 major record label she was now signed to.

16 187. Epic also gained a benefit from signing this contract with Contra Paris  
17 and Ms. Mangroe, not only because it gained the services of Ms. Mangroe, but also  
18 because the agreement further solidified the connection between Epic, its owner  
19 Sony Music Entertainment, and Dream—an extremely successful songwriter who  
20 had a close personal and professional relationship with Beyonce, one of the most  
21 profitable and popular artists signed to Sony.

22 188. Nevertheless, these contracts provided the basis for Ms. Mangroe to  
23 believe—at least at the time—that she was engaged in a legitimate business venture  
24 with Dream, Contra Paris, and Epic. In hindsight, she recognizes these contracts,  
25 which were never followed through on, were merely the basis of the fraud and forced  
26 sexual manipulation to which she was subjected.



**VIII. Ms. Mangroe Meets with Representatives from Epic and Dream  
Becomes Jealous, Possessive, and Violent**

189. Ms. Mangroe had a return ticket booked to Atlanta for May 12, 2015. She texted Dream to confirm that he wanted her to return on that date but given that his son was born just a few days earlier, he told Ms. Mangroe that he would let her know when to return to Atlanta.

190. Finally, in late May 2015, Ms. Mangroe was told that Reid and Joey Arbagey (“Arbagey”), former Executive Vice President, A&R at Epic Records, wanted to meet her in person. She returned to Atlanta on or around May 26, 2015 to prepare.

191. Dream told her to practice three specific records for the meeting: Married to the Game, 187, and Road. However, when they got to the studio with Reid, Dream began playing a fourth song, C.R.E.A.M.—one that Dream specifically refused to send to her to allow her to practice—in an effort to embarrass and sabotage her in front of Reid.

192. After Ms. Mangroe performed, Dream turned his chair toward her and placed his hand on her bare inner thigh and stroked her leg in front of Reid and Arbagey while the group spoke about her performance. It was humiliating for Ms. Mangroe and served only to assert Dream’s dominance over her, and showed representatives of Epic that Dream’s relationship with Ms. Mangroe was far from strictly professional.

193. During the group conversation, Reid said that he liked how “sexy” Ms. Mangroe was, which infuriated Dream.

194. After Reid and Arbagey left the studio, Dream mentioned Reid’s comment and forcefully had sex with Ms. Mangroe in the vocal booth while Garland guarded the studio door. It was so rough and painful that Ms. Mangroe began to

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1 bleed vaginally. Ms. Mangroe did not want to have sex with Dream at the time, and  
2 certainly did not consent to the physical violence and force he used during the  
3 encounter.

4 195. During this trip to Atlanta, Ms. Mangroe celebrated her 24th birthday  
5 and she posted a selfie to her social media to celebrate the occasion. Dream  
6 immediately texted her to delete it. She quickly complied. Dream replied, “You  
7 can’t keep doing and undoing, if you don’t get it just say you don’t and we can move  
8 on, I got my own shit to worry about.” It was yet another not-so-subtle threat that if  
9 Ms. Mangroe did not do exactly as she was told, Dream could destroy her career.

10 196. Ms. Mangroe flew back to Amsterdam on or around May 29, 2015 to  
11 await further details about the next steps.

12 197. On or around May 19, 2015, Epic wired Ms. Mangroe’s \$35,000  
13 advance. It was only then that Ms. Mangroe was provided with any compensation  
14 for the work she had been doing for Dream since January. Ms. Mangroe was told  
15 that Dream and Tricky both received \$150,000 upon the execution of the contract.

16 198. Ms. Mangroe remained extremely confused about the next steps but  
17 became afraid to ask Dream any scheduling questions because he took that as a sign  
18 of disrespect.

19 199. She reached out to sound engineer, Schoudel, to ask if he knew anything  
20 about the schedule. She told Schoudel that Dream told her they were going to finish  
21 recording the album in Las Vegas, but that she was not given any time frame despite  
22 trying to figure it out.

23 200. Schoudel confirmed that Dream said the same thing to him and then  
24 said, “But not allowed to ask [about timing] right!? That’s what he had said to me  
25 too. Vegas...wonder when...If I hear anything, I’ll let you know.” Ms. Mangroe  
26

1 responded, “Yes I will let you know too!! It’s crazy right, I don’t t know anything  
2 about my album, I was supposed to get a schedule. Nothing[.]”

3 201. Ms. Mangroe also started asking Dream more questions about  
4 Beyonce’s tour because he continued to regularly tell her that she was “prepping”  
5 for it. Dream played Ms. Mangroe a song he wrote for Beyonce that featured Jay-  
6 Z. He told Ms. Mangroe that he was not allowed to play the song for anyone but he  
7 allowed her to hear it to get her excited for the tour.

8 202. Weeks later, Ms. Mangroe mentioned to Schoudel that Dream played  
9 her a new Beyonce song. She was excited about hearing it and asked Schoudel not  
10 to tell Dream she told him that she heard it. However, to her shock, Schoudel told  
11 Ms. Mangroe that it was an old record they had cut and that it ultimately did not  
12 make Beyonce’s previous album. It was not part of a new album or tour. In fact, as  
13 it turned out, Beyonce was not preparing for a tour at all. Ms. Mangroe started to  
14 realize that the dizzying whirlwind Dream had led her through was a mirage, and  
15 she started to fear that Dream never truly wanted to produce her record, but just  
16 wanted to control her physically and mentally.

17 203. In mid-June 2015, Ms. Mangroe asked Dream when she could come  
18 back to start working again. She said, “U do know u need to approve if I wanna go  
19 out there, ur the one that controls my budget. Also, I can be there this  
20 weekend...Sooooo.....it’s up to you.”

21 204. After Dream responded that he thought Ms. Mangroe was flying herself  
22 to Atlanta, i.e., using her own money instead of the money in her Epic budget, Ms.  
23 Mangroe said she could do that, but she thought Dream wanted her to stay there,  
24 which she could not afford to do on her own. Dream then told her that he did not  
25 “want to burn out your budget, we are planning on finishing [the record] in Las  
26 Vegas.”

205. As a result, Ms. Mangroe was forced to continue waiting for Dream to provide permission to use her budget for her traveling and living expenses, or to go back into a studio to continue recording her music.

206. Throughout July, Ms. Mangroe continued to wait. She was fearful of asking too many questions because of the way Dream reacted. However, Dream also became angry and called her disinterested if she was not regularly keeping in touch. It was an impossible balance.

207. In mid-July, Dream reached out to Ms. Mangroe to say he was planning her first showcase for the label in August and was working on the radio edit for Married to the Game. Ms. Mangroe said she was looking forward to the details. Later the same day, Dream texted, “I need to fuck you now.”

208. The following day, when Ms. Mangroe did not immediately respond to a text message, Dream texted her “[U] better not be fuckin cheating!!! Where the fuck you at!”

209. In late July, Dream began pressuring Ms. Mangroe to hire Cynthia Campbell (“Campbell”), an assistant who Dream personally knew but who had little experience with musicians, and to pay her \$15,000 for the first three months. He also told Ms. Mangroe to move in with Campbell, presumably as a way to keep close track of Ms. Mangroe.

210. Dream also scolded Ms. Mangroe for failing to buy Garland a gift after her contracts were signed given that Garland was the person who connected her to Dream.

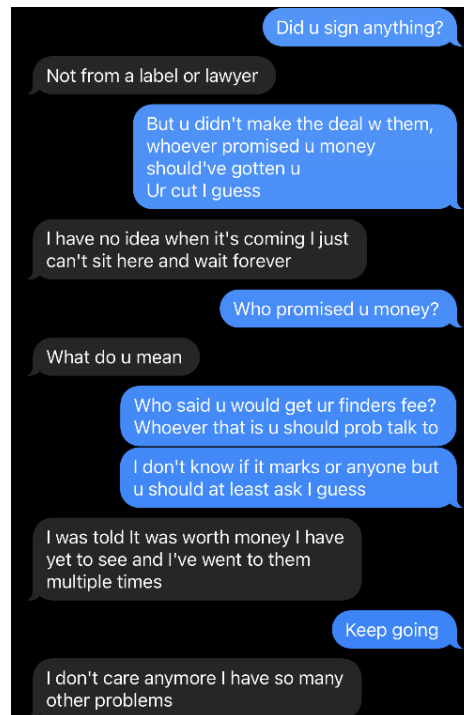
211. While appreciative of Epic's \$35,000 advance, Ms. Mangroe had been working and then sitting around without any compensation for many months. The advance was not enough money for Ms. Mangroe to hire her own assistant, pay for

her living expenses, and pay Garland a finder's fee. Ms. Mangroe had no idea when or if another paycheck would come.

212. Garland then began pressuring Ms. Mangroe to give him \$10,000 to expand his security business. He said that Dream promised to pay him a finder's fee but had not paid it and that he was in a precarious financial position.

213. For the first time, Ms. Mangroe pushed back. She told Dream that with only \$35,000, she did not have enough money to pay Campbell, rent an apartment, and give Garland money and/or gifts.

214. She also encouraged Garland to instead reach out to "whoever" had promised him a finder's fee for connecting her to Dream, as shown in the below text conversation between Ms. Mangroe and Garland.



1        215. Dream was angry and chastised Ms. Mangroe for being selfish,  
2 accusing her of not being serious about music because she could not pay for her own  
3 assistant and did not treat the people who helped her get to where she was correctly.

4        216. Ms. Mangroe attempted to explain, but there was no point. Dream  
5 simply continued berating her.

6        217. Soon thereafter, Dream coerced Ms. Mangroe to have sex in the  
7 bathroom. He purposely banged her face against the sink causing her right eye to  
8 swell and bruise. Several people in the studio asked what happened to her eye; Ms.  
9 Mangroe lied and said she ran into something.

10        **IX. Ms. Mangroe Tries to Complete Her Album and is Subjected to**  
11        **Repeated Abuse by Dream**

12        218. By the end of July 2015, Ms. Mangroe was desperate to get back into  
13 the studio, finish her work, and move on to the next step in the process. She believed  
14 that being signed to Epic would provide the necessary buffer between her and  
15 Dream.

16        219. Ms. Mangroe should have been given some control over her recording  
17 budget, but Dream maintained full control over it via his role as Chairman of Contra.

18        220. Overseeing Ms. Mangroe's budget allowed Dream to book and arrange  
19 everything, so he maintained complete control over Ms. Mangroe.

20        221. As a result, when Ms. Mangroe returned to Atlanta to finish her record,  
21 she was living in mid-range hotels and AirBnBs while her recording engineers were  
22 placed in 4-star hotels. This was designed to punish and embarrass Ms. Mangroe  
23 because Dream was angry that she requested a new hotel during her last stay.

24        222. When Ms. Mangroe questioned why those supporting her album were  
25 placed in better hotels than she was, Dream made snide remarks about her only  
26 wishing she could stay in a 4-star hotel. He called her ungrateful.

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1           223. Ms. Mangroe got back into the studio in early August 2015. Dream and  
2 Tricky began demanding that she pay for the food they ordered. Often times, Dream  
3 would not touch the food—it was just a test and a way for Dream to control the small  
4 amount of money she was given. Dream also made Ms. Mangroe order champagne  
5 and cupcakes for the studio personnel. He said that she needed to learn how to treat  
6 the people supporting her, which was ironic given the way he treated her.

7           224. Dream’s abusive behavior continued to escalate. While recording in  
8 August 2015, another artist complimented Ms. Mangroe’s shoes, which angered  
9 Dream. He locked Ms. Mangroe into a room off of the studio and sexually and  
10 physically assaulted her while Garland guarded the door.

11           225. On one occasion, Ms. Mangroe’s A&R at Epic, Ericka Coulter  
12 (“Coulter”), joined Dream and Ms. Mangroe in the studio. During this session,  
13 Coulter personally witnessed Dream pulling Ms. Mangroe’s hair tie out, pulling her  
14 hair back to open her mouth, and forcibly pouring vodka down her throat. Coulter  
15 also saw Dream touch Ms. Mangroe’s body while in the studio. When Ms. Mangroe  
16 caught Coulter’s eye, she motioned to her, asking if she saw what just happened and  
17 suggesting she was uncomfortable. Coulter brushed off Dream’s violent actions.  
18 Coulter also saw explicit sexual text messages between Dream and Ms. Mangroe  
19 during this session, leaving no doubt that she knew what Dream’s true intentions  
20 with Ms. Mangroe were.

21           226. Around the same time, Dream told Ms. Mangroe that he got his gun  
22 license back and could start carrying his own guns again. In a show of violent  
23 machismo, Dream, Garland, and others arranged for Dream’s multiple firearms to  
24 be returned to him in the parking lot of Tricky’s studio by means of parking two cars  
25 next to each other and ostentatiously moving guns from one car to the other. Ms.



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1 Mangroe witnessed this entire charade and was terrified of Dream's comfort with  
2 guns.

3 227. After this, Dream regularly kept a gun on him. When he forced Ms.  
4 Mangroe to have sex, he would often place the gun next to her as a warning.

5 228. Ms. Mangroe was becoming increasingly isolated from her family. She  
6 spent so much of her time worrying about keeping Dream happy that she had little  
7 time to focus on anything else.

8 229. Dream began getting pushy about meeting Ms. Mangroe's mother. She  
9 tried to put it off because she was afraid that Dream would hurt her mother or that  
10 her mother would see Dream's abuse.

11 230. Eventually, Ms. Mangroe's mother arrived in Atlanta while Ms.  
12 Mangroe was recording at the studio. Ms. Mangroe's mother went to the studio to  
13 pick up Ms. Mangroe and met the sound engineer, Nate Alford ("Alford").

14 231. When Alford told Dream that he met Ms. Mangroe's mother, Dream  
15 was furious because Alford met her before he did.

16 232. Dream was livid and pulled Ms. Mangroe to the staircase of the studio.  
17 While in the staircase, Dream forcefully pulled Ms. Mangroe's dress up, forced her  
18 down on the stairs, and proceeded to forcibly rape her from behind while he held her  
19 arms with one hand and holding the collar of her dress with the other. Ms. Mangroe  
20 was unable to move, with Dream completely controlling her body. He pulled the  
21 dress collar tightly around her neck, and Ms. Mangroe gasped for air and begged  
22 him to stop choking her. He pulled on the collar even harder, causing Ms. Mangroe's  
23 voice to distort, and eventually she was gasping for breath. He continued to pull so  
24 intensely at the collar around her neck that Ms. Mangroe heard the seams of her dress  
25 rip. While he raped her, Dream scolded her, saying that she was difficult, that she  
26

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1 did not respect him enough, and that he did everything for her. During this ordeal,  
2 Ms. Mangroe thought she would not survive the attack.

3 233. Ms. Mangroe's mother did not witness the rape or the strangling, but  
4 she was concerned about her daughter. She said she felt like she was losing her and  
5 was concerned about Dream.

6 234. Ms. Mangroe tried to assuage her mother's worry. She admitted that  
7 Dream had been sexually and physically aggressive but lied to her mother by  
8 insisting that it had gotten better.

9 235. Dream's abuse was escalating to the point that it was becoming  
10 increasingly difficult to hide it from people as he was regularly flying into a rage  
11 over everything. Dream seemed obsessed over Ms. Mangroe's alleged lack of  
12 gratitude and the fact that she refused to use her small advance to buy him, Garland,  
13 and others gifts and/or hire his friend. The fact that Ms. Mangroe said no to him was  
14 simply something that Dream could not get over.

15 236. In early August 2015, Dream told Ms. Mangroe that he found her a  
16 manager named Gee Roberson ("Roberson") who was a good friend of his who  
17 managed Drake and Nicki Minaj. Ms. Mangroe was thrilled because she desperately  
18 wanted to find a way to put distance between her and Dream while fulfilling her  
19 contractual obligations to Contra. She thought that perhaps her new management  
20 could protect her. However, things continued to escalate.

21 237. On or around August 15, 2015, Dream told Ms. Mangroe to meet him  
22 at the studio. Ms. Mangroe went to Silent Studios but Dream did not show up. The  
23 following day, Dream texted Ms. Mangroe, "...I don't feel like we have the same  
24 interest for each other and I dropped something yesterday and waited on you and  
25 didn't hear a word...We had a good ride but truthfully I can't do it for you and it's  
26 lopsided."

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1           238. Ms. Mangroe responded that she was there, and he never showed up.  
2 Dream said he was at Red Zone Studio and that she should have known to ask which  
3 studio and not assumed it was Silent Studios. He then said, “Please end text after  
4 this and have whoever else contact me from now on thank you and good night, and  
5 your [sic] welcome.” He then continued, “Don’t contact me about anything about  
6 this album and if you wanna have a respectful conversation with me I’ll you know  
7 when I get the time, but not right now.”

8           239. Later that evening, Tricky texted Ms. Mangroe that she could come  
9 hang at the studio. Ms. Mangroe reported to Tricky, who was a partner at Contra,  
10 what Dream had been doing to her. Specifically, she stated that “I haven’t told u a  
11 lot but I can’t take it anymore and I don’t want [the] music to suffer because we do  
12 great things but I can’t be on [t]his roller coaster ride of threats of ending the project  
13 [if] I don’t please [D]ream or if I misunderstand something, so many times has he  
14 yelled at me for the littlest things! You are a part of [C]ontra Paris too and I can’t  
15 take it anymore!!” Tricky simply responded, “Oh. I’ll speak to him.”

16           240. Soon thereafter, Ms. Mangroe left the AirBnB where Dream had put her  
17 up and booked a hotel room near the airport. She was terrified, but realized she  
18 needed to escape the months of fraud and violence she had endured at Dream’s  
19 hands.

20           241. Ms. Mangroe confided in Coulter, sharing with her by phone on August  
21 17, 2015 that Dream was sexually and emotionally abusive, had been violent with  
22 her, and was preventing her from finishing her record. At first, Coulter said that “as  
23 a woman,” she understood and would take care of Ms. Mangroe. Within the hour,  
24 however, Coulter had spoken to Dream, and told Ms. Mangroe that she needed to  
25 figure out a way to work with Dream again, despite being told of the pattern of abuse  
26 Ms. Mangroe had endured.

242. Ms. Mangroe then confided in Mark Stewart (“Mark”), Dream’s manager, that Dream was sexually and physically abusive and that it had gotten increasingly worse, and she needed help to get away from him.

243. Mark seemed genuinely concerned about Ms. Mangroe’s safety, but told Ms. Mangroe that it seemed like a personal problem that he did not want to be involved in. But of course, far from being exclusively a “personal” issue, Dream’s abuse of Ms. Mangroe was part and parcel of his professional persona and his business of producing and writing music.

244. Ms. Mangroe reiterated to Mark that it was a dangerous situation and that she did not feel safe staying in the hotel because Dream and Garland had such easy access to her. She also told Mark that for her own safety, she would no longer be alone in a room with Dream or Garland.

245. On or about August 19, 2015, Mark finally agreed that he would figure out a solution. The following day, he agreed to arrange a one-way plane ticket to Los Angeles under the excuse that Ms. Mangroe was meeting with Coulter. The ticket was paid for by Epic.

246. When Ms. Mangroe arrived in Los Angeles, she called Roberson to explain the abusive nature of her relationship with Dream. Roberson brought Jean Nelson and J. Erving (“Erving”) to the meeting. During the meeting, Roberson said that he would handle Dream and Erving would serve as Ms. Mangroe’s day-to-day manager.

247. On August 21, 2015, Ms. Mangroe then met with Coulter and again reiterated that Dream was abusive and controlling. Ms. Mangroe made clear that regardless of Dream, she was committed to completing the record and moving forward with her contract but that she needed to be protected from him.

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1 248. Coulter informed Ms. Mangroe that Dream was withholding the music  
2 she recorded with him from Epic Records. Pursuant to the contracts she signed, Ms.  
3 Mangroe was obligated to turn over music to Epic within a specific timeframe.

4 249. Ms. Mangroe asked her new management and others at Epic for help  
5 intervening in this situation, retrieving her music, and extricating her record from  
6 Dream's grasp. For many months, Dream refused to meet with her, and even when  
7 he met with her management, he refused to turn over Ms. Mangroe's music. Having  
8 had her trust completely betrayed by Dream, she was very concerned that her  
9 management no longer had her best interests in mind.

10 250. Indeed, in early November 2015, Ms. Mangroe was finally scheduled  
11 to meet with representatives at Epic, including Reid, in New York to discuss the  
12 future of her album. Tricky; Sylvia Rhone, the then-President of Epic Records;  
13 Arbagey; and a full marketing team were also present.

14 251. Shortly before the meeting with Reid began, Dream texted Ms.  
15 Mangroe: "Oh so you tried to play me. Ok...I leave u with this. That record is a  
16 mistake if u put it out. Don't ever say I didn't look out."

17 252. Ms. Mangroe had no idea what Dream meant but knew he did it to rattle  
18 her before her meeting with Reid. She did her best to ignore it and hold it together  
19 during the meeting.

20 253. It was a pivotal moment in Ms. Mangroe's career. Much to her surprise,  
21 however, Erving was a no-show. Instead, he sent a young intern in his place. It was  
22 evident during the meeting that Reid found it offensive that Erving did not bother to  
23 show up for the meeting. Reid asked Ms. Mangroe where he was; she had no answer.

24 254. Ms. Mangroe did her best to keep the meeting on track and reiterate  
25 how much she wanted to move forward and make the best record possible for Epic.  
26 She told Reid that she had worked for ten years to get to where she was but that she

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1 was not getting any of her music from Dream and his team and did not know what  
2 to do. She confirmed that she wanted to move forward but there was a problem  
3 standing in the way. Rhone and Reid both responded “Dream” at the same time.  
4 Reid then asked Tricky to speak to Dream about the situation.

5 255. Surprisingly, Tricky also voiced concerns during the meeting that  
6 Dream was asking Ms. Mangroe to sing songs that were not culturally appropriate  
7 based on her background. In particular, he mentioned that one of the songs  
8 references Ms. Mangroe and “rastas.” Tricky told Reid that Ms. Mangroe had no  
9 say in what she was singing and that if she was found to be engaging in cultural  
10 appropriation, it would be an issue.

11 256. Ms. Mangroe left the meeting believing that Reid and his team  
12 understood the situation with Dream and would help. At the time, Reid appeared to  
13 agree that they should move forward with other producers.

14 257. Reid also gave Ms. Mangroe his direct phone number and told her to  
15 call if she needed anything.

16 258. However, in early December 2015, Erving suddenly told Ms. Mangroe  
17 that Reid wanted Dream to be involved in the record again.

18 259. Ms. Mangroe was terrified at the prospect of having to record with  
19 Dream again, but told Erving that she was professional enough to do it if required;  
20 she asked Erving if he could at least to try to arrange work with other producers first  
21 with the hope that she would not be forced to work with Dream.

22 260. Erving replied that they were ready to work with other producers but  
23 that they needed to be careful about the situation with Dream because of the contracts  
24 Ms. Mangroe signed.





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1           268. On the day of the shoot, Erving once again did not show up. Ms.  
2 Mangroe was given a bag of generic clothes that did not fit the style of the shoot,  
3 and all of the vision boards she created were ignored.

4           269. The video was incredibly important to Ms. Mangroe's career. It was  
5 her moment to show Reid and Epic Records how she could be marketed to the world  
6 and to convince Epic to increase the recording budget so she could get back into the  
7 studio.

8           270. Dream called her to say he heard the video was terrible and said, "this  
9 is what you get when you don't listen to me...you got played."

10          271. In April 2016, Ms. Mangroe flew to Los Angeles using her own money  
11 to do reshoots of the video because she cared so deeply about getting it right.

12          272. A few weeks later, Erving confirmed to Ms. Mangroe that he sent the  
13 revised video to Reid and the Epic Records team.

14          273. In May 2016, Erving told Ms. Mangroe that Reid loved the video. Ms.  
15 Mangroe was thrilled and said she was anxious to move things along.

16          274. Also in early May 2016, Ms. Mangroe's product manager at Epic  
17 Records, Franz De Los Reyes, texted her to say that the video was "dope" and that  
18 they were planning the premiere.

19          275. However, Coulter suddenly told Ms. Mangroe that Dream complained  
20 about the video, that nobody at Epic Records liked the video, and that she should  
21 have worked with Dream on the video. Ms. Mangroe was shocked and confused—  
22 she had little insight into why she was getting such mixed messages from those  
23 working with her at Epic, and had the sense that Dream was continuing to put up  
24 obstacles in her career.

25          276. Ms. Mangroe pleaded with Coulter to see what Dream was doing – he  
26 was playing games and creating roadblock after roadblock. Ms. Mangroe said,

1 again, that her team spent six weeks reaching out to Dream about the video, sent him  
2 the treatment to the video, and he refused to respond. Now that it was complete,  
3 Dream was complaining simply to derail her career again.

4 277. Coulter, who knew about Dream’s abuse, refused to provide any help  
5 or solution to Ms. Mangroe. Instead, she simply said that Ms. Mangroe needed to  
6 “get on the same page as Dream” for things to proceed. She also left unanswered  
7 Ms. Mangroe’s repeated questions about who was in possession of her music—even  
8 though as her label, Epic should have been able to provide this information to her.

9 278. Ms. Mangroe did not know where to turn. Erving, her manager, told  
10 her that Reid loved the video; Coulter, who worked at Epic, told her that nobody at  
11 Epic liked the video; and Dream seemed to be taking great joy at the confusion and  
12 chaos it was causing.

13 279. Ms. Mangroe pleaded with Coulter to arrange a meeting with Reid to  
14 explain what happened and figure out how everyone could move forward. Reid,  
15 who had changed his phone number, was no longer directly reachable.

16 280. On June 25, 2016, Ms. Mangroe attended Epic Fest, a music festival  
17 showcasing artists signed to the Epic Records label. She hoped that would provide  
18 the opportunity to get in front of Reid for a discussion about next steps.

19 281. Ms. Mangroe was scheduled to go to the festival with Erving, but just  
20 thirty minutes before they were supposed to leave, Erving said he was still in Las  
21 Vegas and would meet her there. Ms. Mangroe was shocked but determined to go.

22 282. While she was at Epic Fest, Dream called Ms. Mangroe and told her  
23 that Epic was “washing their hands” of her. Ms. Mangroe did not know what he was  
24 talking about and thought that he was simply trying to harass her.

25 283. Ms. Mangroe then ran into Reid, Arbagey, and Coulter. Ms. Mangroe  
26 asked Reid if they could talk. Reid responded by saying, “hey baby, maybe later, we

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1 gotta go,” and grabbed Arbagey and ran off. Coulter then looked at Ms. Mangroe  
2 with a smirk and said “talk to your manager, why are you here? You’re dropped.  
3 [Erving] should have talked to you already.”

4 284. Erving, despite stating that he would meet Ms. Mangroe at Epic Fest,  
5 never appeared.

6 285. Ms. Mangroe was caught off guard and felt humiliated because she was  
7 slowly realizing that perhaps everyone knew something that she was never told.

8 286. Ms. Mangroe then spoke to Rhone and asked if she knew what Coulter  
9 meant. Rhone said that she had no idea and offered to look into it.

10 287. Ms. Mangroe reached out to Erving as soon as possible. He admitted  
11 to her that he heard through the grapevine that she may be dropped by Epic; however,  
12 given that there was no official notification or anything more than a rumor, he did  
13 not want to bother Ms. Mangroe with the rumor.

14 288. On July 15, 2016, Ms. Mangroe got the official word that Epic no longer  
15 wanted to distribute her music because Dream failed to deliver the records. Arbagey  
16 told Ms. Mangroe that she was “dropped” because Contra Paris failed to deliver the  
17 records and Dream was difficult to work with. Yet, nobody at any point sat down  
18 with Ms. Mangroe to discuss the situation with her. She was left in the dark  
19 throughout the entire process despite both Contra Paris and Epic having a signed  
20 contract and owing corporate responsibilities to her, and despite agents of both  
21 entities knowing that Ms. Mangroe had been the subject of Dream’s violent and  
22 coercive manipulation, which they knew or should have known were predicated of  
23 fraudulent promises of record contracts, Grammys, and opening for Beyonce.

24 289. To this day, Ms. Mangroe is in the dark about whether or not she is still  
25 bound to Dream and Contra Paris, who owns her music rights, or where the  
26 recordings of her work are located.

290. Dream got what he wanted—he caused so much chaos and confusion with Epic that they simply no longer wanted to deal with Ms. Mangroe, who he had successfully duped into a fraudulent and coercive sexual relationship.

291. It was a devastating blow to a young, talented artist who had done everything possible to survive the situation with Dream and move forward. Yet, it became abundantly clear that Dream was only interested in an artist who was fully compliant with all of his demands. When Ms. Mangroe finally found the courage to stand up to him – ever so slightly – he no longer found her to be worthy of his time and set out to ensure that nobody else would work with her either.

292. Within a few weeks of Epic notifying her team that they did not want to proceed, Ms. Mangroe's management team dropped her as well.

293. Not only did Dream ruin Ms. Mangroe's chance with Epic Records, he also ensured that she could not work for the next decade by refusing to officially release her from her contract. As a result, if she recorded music she would be in breach of her Contra agreement. She begged to be released from Contra, but they continued to ignore her requests.

294. Ms. Mangroe lost everything – her ability to work as an artist, her ability to work in the United States, and her ability to live a life free from the trauma Dream inflicted.

#### **X. Ms. Mangroe's Suffering Following Dream's Abuse and Manipulation**

295. Ms. Mangroe has not been the same since Dream's abuse and her experience with Contra and Epic, and she believes that the experience broke her as an artist and as a woman.

296. When she finally understood the devastation Dream's actions caused, she lost her passion for music and life in general. She spent several years rarely leaving her house.

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1 297. When Ms. Mangroe would try to sing, she would have flashbacks and  
2 panic would set in, and she just could no longer do what her entire life purpose had  
3 been previously.

4 298. Dream's sexual assaults, physical violence, and manipulation weighed  
5 on Ms. Mangroe for almost a decade.

6 299. In late December 2016, Ms. Mangroe's general practitioner referred her  
7 for treatment of anxiety and depression because she was suffering from panic  
8 attacks, insomnia, and lethargy. She could not speak about the sexual abuse Dream  
9 inflicted until 2018, and then worked in therapy to attempt to get her life back.

10 300. However, Ms. Mangroe's life will never be the same. She lost a decade  
11 of her life due to Dream's abuse and the willingness of Contra, Epic, and Reid to  
12 look the other way. She remains unable to engage in her work as a recording artist  
13 due to the pain and devastation she endured.

14 **FIRST CAUSE OF ACTION**  
15 **Sex Trafficking under 18 U.S.C. § 1595**  
16 ***Against All Defendants***

17 301. Plaintiff repeats and realleges each and every allegation in all of the  
18 preceding paragraphs as if fully set forth herein.

19 302. Plaintiff is a victim of sex trafficking within the meaning of 18 U.S.C.  
20 § 1591(a) and (b) and is therefore entitled to bring a civil action under 18 U.S.C. §  
21 1595.

22 303. The Defendants' acts and omissions, taken separately and/or together,  
23 as outlined above, constitute a violation of 18 U.S.C. § 1595.

24 304. Specifically, Defendant Dream and Contra Paris perpetrated sex  
25 trafficking of Ms. Mangroe by requiring her to engage in forced commercial sexual  
26

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1 acts in multiple jurisdictions under the fraudulent premise that such sexual acts were  
2 necessary for Dream and Contra Paris (which was owned and operated by Dream)  
3 to create and record music with Ms. Mangroe and pursue entertainment contracts on  
4 her behalf.

5 305. Contra Paris also knowingly benefited from Dream's perpetration of  
6 sex trafficking, as through the knowledge of its principals and agents Dream and  
7 Tricky Stewart, it knew that Ms. Mangroe was signed onto its label as an artist under  
8 fraudulent, coercive, and forced circumstances; *i.e.*, that Dream intended to induce  
9 Ms. Mangroe to engage in sexual acts in exchange for false promises of a music  
10 career and fame that Dream never intended to follow through on.

11 306. Through the knowledge of agents such as L.A. Reid and Coulter, Sony  
12 Music Entertainment/Epic Records knowingly benefited from Dream's perpetration  
13 of sex trafficking, as it knew that Ms. Mangroe's contract with Epic—which  
14 provided potential profit to Epic and further connected Sony/Epic to Dream, an  
15 influential songwriter with deep connections to one of Sony's most valuable artists—  
16 was made under fraudulent, forced, and coercive pretenses..

17 307. All Defendants benefitted from Dream's venture by holding Ms.  
18 Mangroe, an artist signed with Defendants Contra Paris and Epic Records, captive  
19 to Dream's demands and desires. At all relevant times, Defendants participated in  
20 and facilitated the harboring and transportation of Plaintiff for purposes of sex  
21 induced by force, fraud, or coercion.

22 308. The Defendant Corporations have financially and otherwise benefited  
23 as a result of these acts and omissions by keeping Dream, the volatile and explosive  
24 owner of the Defendant Contra Paris, and an influential and prolific songwriter for  
25 today's biggest stars, satisfied. They benefited from facilitating his behavior to the  
26

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1 extent it kept their relationship with the talented musician viable and ensured  
2 continued profit from his work.

3 309. Defendant Contra Paris specifically benefited from signing another  
4 artist to its roster and requiring that artist—a young and talented woman—to  
5 advertise herself as associated with the label. It also benefited from shopping that  
6 artist to Epic Records, thereby making additional profit. It received this benefit  
7 knowing, by virtue of its principals and agents Dream and Tricky Stewart, that this  
8 client, Ms. Mangroe, was not truly signed to produce music for the label, but to  
9 submit to Dream’s sexual demands.

10 310. Defendant Epic specifically benefited from signing Ms. Mangroe along  
11 with Dream because it gained the services of Ms. Mangroe and also because Dream  
12 remained an important connection to popular artists in the music industry, including  
13 Beyonce, who is signed to Epic’s parent company, Sony Music Entertainment. It  
14 received this benefit knowing, by virtue of its agents such as L.A. Reid and Coulter,  
15 that Dream did not intend to truly produce music for Ms. Mangroe, but instead used  
16 her for his own violent and sexual desires.

17 311. Dream, and Defendants Contra Paris and Epic Records, formed a  
18 venture as defined by 18 U.S.C. § 1595 given that they constituted a “group of two  
19 or more individuals associated in fact, whether or not a legal entity.”

20 312. As a direct and proximate result of Defendants’ unlawful conduct as  
21 alleged hereinabove, Plaintiff has suffered physical injury, severe emotional distress  
22 and anxiety, humiliation, embarrassment, post-traumatic stress disorder, economic  
23 harm, and other consequential damages.

24 313. Plaintiff also seeks reasonable attorneys’ fees as provided under 18  
25 U.S.C. § 1595(a).



**SECOND CAUSE OF ACTION**  
**(Civil Sexual Assault)**  
***Against Defendant The-Dream***

314. Plaintiff repeats and realleges each and every allegation in all of the preceding paragraphs as if fully set forth herein.

315. Defendant Dream committed a battery against Plaintiff when he engaged in unlawful, intentional, and offensive touching or application of force to Plaintiff's person when he forced her to engage in unprotected sex by restraining her movement after she said no. Plaintiff did not act freely and voluntarily, and the actions were against Plaintiff's will, as defined in Cal. Penal Code § 243.4.

316. Additionally, Defendant Dream committed a rape against Plaintiff, as defined in Cal. Penal Code § 261(4)(D), as Plaintiff was incapable of resisting because she was not aware, knowing, perceiving, or cognizant of the essential characteristics of the act due to Defendant Dream's fraudulent representation that the sexual penetration served a professional purpose when it served no professional purpose.

317. As a result of Dream's alleged conduct, Plaintiff has suffered severe emotional distress, humiliation, embarrassment, anxiety, economic harm, and other consequential damages.

318. The conduct of Dream described above was willful, wanton, and malicious. At all relevant times, Dream acted with conscious disregard of Plaintiff's rights and feelings, acted with knowledge of or with reckless disregard for the fact that his conduct was certain to cause injury and/or humiliation to Plaintiff, and intended to cause fear, physical injury, and/or pain and suffering to Plaintiff. By virtue of the foregoing, Plaintiff is entitled to recover punitive and exemplary damages from Dream according to proof at trial.

319. This cause of action is timely under California’s Sexual Abuse and Cover-Up Accountability Act, AB 2777 because it is “based on conduct that occurred on or after January 1, 2009, and is commenced [ ]after January 1, 2019,” and is thereby revised by Cal. Code Civ. Proc. § 340.16(b)(3).

## PRAYER FOR RELIEF

**WHEREFORE**, Plaintiff prays judgment be entered in her favor against Defendants, and each of them, as follows:

A. For a money judgment representing compensatory damages including consequential damages, lost wages, earning, and all other sums of money, together with interest on these amounts, according to proof;

B. For a money judgment for mental pain and anguish and severe emotional distress, according to proof;

C. For punitive and exemplary damages according to proof;

D. For attorneys' fees and costs;

E. For prejudgment and post-judgment interest; and

F. For such other and further relief as the Court may deem just and proper.

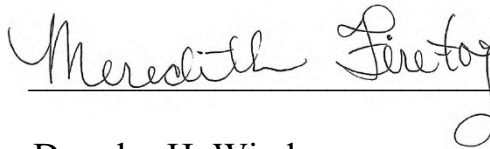
**JURY DEMAND**

Plaintiff hereby demands a trial by jury on all issues of fact and damages stated herein.

Dated: September 6, 2024

Respectfully submitted,

**WIGDOR LLP**

By: 

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